

BEN SUTER, CASB No. 107680
ben.suter@kyl.com
KEESAL YOUNG & LOGAN
A Professional Corporation
578 Jackson Street
San Francisco, CA 94133
Telephone: (562) 436-2000
Facsimile: (562) 436-7416

GLENNYS ORTEGA RUBIN
FLSB No. 556361 (Admitted *Pro Hac Vice*)
GRubin@shutts.com
SHUTTS & BOWEN LLP
300 South Orange Avenue, Suite 1600
Orlando, FL 32801
Telephone: (407) 423-3200
Facsimile: (407)425-8316

Attorneys for Plaintiffs WYNDHAM VACATION OWNERSHIP, INC., WYNDHAM
VACATION RESORTS, INC., and WYNDHAM RESORT DEVELOPMENT
CORPORATION

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

WYNDHAM VACATION
OWNERSHIP, INC. a Delaware
corporation; WYNDHAM VACATION
RESORTS, INC., a Delaware corporation;
WYNDHAM RESORT
DEVELOPMENT CORPORATION; an
Oregon Corporation,

Plaintiffs,

vs.

MIRANDA DEMPSEY, APLC d/b/a
MCCROSKEY LEGAL, DEBT PRO
LEGAL, and MXM LEGAL, a California
professional law corporation; and
MIRANDA MCCROSKEY, ESQ., an
individual,

Case No. 8:24-cv-01747-DOC-ADS

**STIPULATED AND CONSENT
FINAL PERMANENT INJUNCTION
ORDER AS TO MCCROSKEY
LAWYER DEFENDANTS**

Defendants.)

This cause having come to be heard upon the joint motion of Plaintiffs WYNDHAM VACATION OWNERSHIP, INC.; WYNDHAM VACATION RESORTS, INC.; and WYNDHAM RESORT DEVELOPMENT CORPORATION (collectively, “Wyndham”), and Defendants MIRANDA DEMPSEY, APLC (“Miranda Dempsey, APLC”) d/b/a McCroskey Legal, Debt Pro Legal, and MXM LEGAL (collectively, along with Miranda Dempsey, APLC, “MXM Legal”); and MIRANDA MCCROSKEY (collectively, the “McCroskey Lawyer Defendants”) (Wyndham and McCroskey Lawyer Defendants, sometimes referred to, individually as a “Party,” or collectively the “Parties”), the joint stipulation of the Parties, the consent of the McCroskey Lawyer Defendants, pursuant to Federal Rule of Civil Procedure 65(d), and the Court otherwise being fully advised on the premises, the Court enters the Stipulated Final Permanent Injunction Order (“Permanent Injunction”), as follows:

I. GENERAL PROVISIONS

1. Wyndham filed its complaint against the McCroskey Lawyer Defendants, in the above styled action (the “Litigation”). In the Litigation, and the operative complaint (ECF No. 0005), Wyndham brought suit against the McCroskey Lawyer Defendants for their participation in an unlawful referral scheme, and, in connection therewith, sought injunctive relief based on the McCroskey Lawyer Defendants violations of California Business & Professions Code §6155. The McCroskey Lawyer Defendants deny the

1 allegations of wrongful conduct alleged, deny participating in any unlawful referral
2 scheme and deny violating California Business & Professions Code § 6155.
3

4 2. The Parties stipulate to the entry of this Permanent Injunction to resolve all
5 matters in dispute between them in the Litigation, including those that naturally flow
6 from the allegations of the operative complaint.
7

8 3. The McCroskey Lawyer Defendants acknowledge the jurisdiction of this
9 Court for purposes of entering and enforcing this Permanent Injunction, and waive:
10

11 a. Any further procedural steps;

12 b. Any requirement that this Permanent Injunction contain any findings
13 of fact or conclusions of law; and

14 c. Any right to appeal, seek judicial review or otherwise challenge or
15 contest the validity of the Permanent Injunction.
16

17 4. McCroskey Lawyer Defendants acknowledge and agree that they enter into
18 this Permanent Injunction knowingly and willfully and with full understanding of its
19 terms, having reviewed them after due consideration and having had the opportunity to
20 have separate legal counsel review its terms.
21

22 5. The Court reaffirms the jurisdiction of this Court over this Litigation and for
23 purposes of entering and enforcing this Permanent Injunction.
24
25
26
27
28

1 **II. DEFINITIONS**

2 6. As used herein, “Wyndham” means the named Plaintiffs in this Litigation,
3 as well as all the subsidiaries and affiliated companies, resorts¹ and related homeowners
4 associations, of these named Plaintiffs, and any additional subsidiaries, affiliates, resorts
5 and homeowner associations that may come into existence after entry of this Permanent
6 Injunction to the extent notice is provided.²
7

8
9 7. As used herein, “Wyndham Affiliates” means any corporate entity that is
10 related to the named Plaintiffs in this Litigation and/or any affiliates, subsidiary, joint-
11 venture, parent, or sibling corporate entities.
12

13 8. As used herein, “McCroskey Lawyer Defendants” and “Defendants,” which
14 may be used interchangeably, means the named Defendants in this Litigation and/or
15 which McCroskey is or becomes a part of, including but not limited to any law firm that
16 McCroskey has established or will establish or of which she is an employee and/or
17 partner, as well as all the subsidiaries, affiliated companies, and related associations of
18 the same.
19
20

21
22 ¹ A current listing of Wyndham’s resorts is attached hereto as Exhibit 1.

23 ² Notice shall be deemed compliant with this Permanent Injunction and effective so long
24 as such correspondence is mailed to McCroskey Lawyer Defendants at c/o Miranda
25 McCroskey, Esq., MXM Legal, 137 S. Prospect Ave., Tustin, CA 92780. Should
26 McCroskey Lawyer Defendants desire to change the notification address, they shall so
27 inform Wyndham by sending notice to Wyndham c/o Legal Department 6277 Sea Harbor
28 Drive, Orlando, Florida 32821. Wyndham may change this notification address by
providing notice of a new address to Defendants.

1 9. As used herein, “Wyndham Interest” shall be interpreted broadly to include
2 any Wyndham timeshare interest, Wyndham points-based program, or other Wyndham
3 vacation ownership interest of any kind, including but not limited to all current Wyndham
4 timeshare products and all Wyndham legacy products.
5

6 10. As used herein, “Wyndham Owner” means:
7

8 a. a person who owns a Wyndham Interest; or

9 b. a person who has an existing payment obligation in favor of Wyndham; or
10

11 c. a person who is otherwise an owner, member, renter, and/or guest
12 (regardless of whether they have yet purchased a Wyndham Interest) of any
13 Wyndham Interest, regardless of the form, in:
14

15 i. any resort acquired or developed by, or that becomes an affiliated
16 resort of Wyndham or any of its subsidiaries and/or affiliates after the
17 entry of this Permanent Injunction upon receiving³ written
18 notification of the same from Wyndham, or
19

20 ii. any owner of a points-based timeshare ownership program
21 denominated as a Wyndham points-based program.
22

23 11. As used herein, “Third-Party Exit Company” or “TPE” refers to any
24 individual or business, other than a law firm, that advertises, markets, solicits, or
25
26

27 _____
28 ³ Notice shall be provided consistent with footnote 2 above.

1 provides, or alleges to provide (whether valid or not), any product, service, plan, or
2 program represented, whether expressly or by implication, to:

- 3
- 4 a. Cancel, rescind, terminate, or otherwise effectuate an exit from a Wyndham
5 Interest and/or any other timeshare interest;
- 6
- 7 b. Cancel, rescind, terminate, reduce, or otherwise alleviate any timeshare
8 owners', including a Wyndham Owner's, payment obligations to any
9 timeshare developer (including Wyndham) and/or any homeowners
10 association whether based upon a promissory note, mortgage, maintenance
11 fee, credit card agreement, or any other contract;
- 12
- 13 c. Assist any individual owning a timeshare interest, including any Wyndham
14 Owner, in obtaining a refund of any payments made by the timeshare owner
15 and associated with any timeshare interests, including but not limited to,
16 mortgage payments, maintenance fees, club dues, and/or the purchase price
17 of the timeshare interest;
- 18
- 19
- 20 d. Represent, negotiate, obtain, or arrange a surrender, quit claim transfer,
21 transfer back to an association, or a deed-in-lieu of foreclosure of a
22 timeshare interest, including but not limited to, any Wyndham Interest;
- 23
- 24 e. Offer or provide timeshare listing, resale, rental, financing, transfer,
25 permanent or temporary trade-in, or other services or programs to any
26 timeshare owner, including but not limited to, any Wyndham Owner;
- 27
- 28

- 1 f. Provide, whether for profit or not for profit, any timeshare owner with draft
2 correspondence to send to any timeshare developer, Wyndham,
3 governmental entity, regulator, or any consumer advocacy group, drafts or
4 templates of papers or pleadings to be filed or submitted in any court action
5 commenced in regard to a timeshare interest, including any Wyndham
6 Interest and/or any payment obligation in favor of Wyndham, or otherwise
7 give any assistance, whether in the provision of forms, templates, samples,
8 instructions or otherwise to any timeshare owner; or
9
10 g. Provide advice or assistance in regard to any timeshare owner's credit
11 record, including but not limited to, credit repair and debt validation services
12 in connection with a timeshare owner's timeshare interest.
13
14
15

16 12. As used herein, "Prohibited Partner" refers to the following individuals
17 and/or entities: Rich Folk; William Wilson; Pandora Marketing, LLC; Pandora Servicing,
18 LLC; Collaborative Administrative Trust; Light On Marketing, LLC; Light On
19 Marketing, LLC d/b/a Timeshare Contract Resolution; VCF Enterprises, LLC; Central
20 Innovations, LLC; Savi Collaborative, LLC; UDPrep Ridge Ventures, LLC f/k/a Ridge
21 Ventures, LLC d/b/a UDPrep a/k/a United Document Preparation; Ridge Investments
22 Group, LLC; Cascade Business Services, Inc.; Straight A Guide Foundation f/k/a The
23 Michael G. Santos Foundation; TRIPANTHOLOGY LLC; EYE LOVE MY VISION
24 LLC; ARX REAL ESTATE INVESTMENTS, LLC; and/or any affiliates, related
25 entities, or subsidiaries of each of them as well as those acting in concert with them,
26
27
28

1 including but not limited to, any entity owned, controlled, and/or managed, directly or
2 indirectly, in whole or in part, by Rich Folk and/or William Wilson.

3
4 13. As used herein, “Existing Client” shall have the same meaning as such term
5 is referenced in the Confidential Settlement Agreement entered into between Wyndham
6 and the McCroskey Lawyer Defendants.
7

8 **III. ENJOINED CONDUCT**

9 It is hereby further **ORDERED AND ADJUDGED** that:

10 14. The McCroskey Lawyer Defendants, their agents, business associates, and
11 employees, and all other persons who are in active concert or participation with any of
12 them, whether currently known or subsequently identified, except as limited by paragraph
13 III (2) herein, shall accordingly be **PERMANENTLY RESTRAINED AND**
14 **ENJOINED** from, directly or indirectly, engaging in the following practices (the
15 “Enjoined Conduct”) related to a Wyndham Owner’s obligations to Wyndham as an
16 owner:
17
18

- 19
20 a. Accepting a referral from a TPE and/or a Prohibited Partner of a Wyndham
21 Owner;
22
23 b. Accepting a referral of a Wyndham Owner regarding issues involving that
24 owner’s obligations to Wyndham as a Wyndham Owner from any individual
25 or entity not properly registered as a lawyer referral service under California
26 Business and Professions Code § 6155;
27
28

1 c. In the context of legal services to be rendered by the McCroskey Lawyer
2 Defendants, making any statement or representation to any Wyndham
3 Owner regarding issues involving that owner's obligations to Wyndham as
4 a Wyndham Owner, directly or indirectly, that:

5
6 i. makes any guarantee or prediction about the outcome of legal services
7 to be rendered by the McCroskey Lawyer Defendants;

8
9 ii. suggests that the McCroskey Lawyer Defendants can legally
10 terminate obligations related to a Wyndham Interest through
11 correspondence to Wyndham and/or negotiation therewith;

12
13 iii. suggests that the McCroskey Lawyer Defendants have a relationship
14 with Wyndham; and/or

15
16 iv. suggests that McCroskey Lawyer Defendants have had prior success
17 in terminating obligations owed related to Wyndham Interests.

18
19 d. Accepting referral of any Wyndham Owner from any individual or entity
20 that makes any statement to a Wyndham Owner that:

21 i. makes any guarantee or prediction about the outcome of legal services
22 to be rendered by the McCroskey Lawyer Defendants or other
23 attorney(s);

24
25 ii. suggests an attorney can legally terminate obligations related to a
26 Wyndham Interest through correspondence to Wyndham and/or
27 negotiation therewith;
28

1 iii. suggests attorneys affiliated with such individual or entity have a
2 relationship with Wyndham; and/or

3 iv. suggests that attorneys affiliated with such individual or entity have
4 had prior success in terminating obligations related to Wyndham
5 Interests.

6
7
8 e. Providing legal services to a Wyndham Owner referred by a TPE and/or a
9 Prohibited Partner to the McCroskey Lawyer Defendants;

10 f. Referring or directing any Wyndham Owner to a TPE and/or a Prohibited
11 Partner;

12
13 g. Drafting, preparing, providing, or supplying any materials, documents, or
14 correspondence for use by a TPE and/or a Prohibited Partner in regard to a
15 Wyndham Owner;

16
17 h. Offering any product or service as a TPE to a Wyndham Owner;

18 i. Marketing to, soliciting, or in any way communicating with or assisting
19 others in marketing to, soliciting or communicating with any Wyndham
20 Owner through any TPE and/or a Prohibited Partner;

21 j. Using, disseminating, selling, transferring, sharing, or otherwise providing
22 to any TPE and/or a Prohibited Partner the names or contact information of
23 any Wyndham Owner;

- 1 k. Referring or directing any Wyndham Owner to another attorney if first
2 referred to the McCroskey Lawyer Defendants by a TPE and/or a Prohibited
3 Partner;
4
5 l. Referring or directing any Wyndham Owner to another attorney for TPE
6 services;
7
8 m. Assisting any other individual or entity engaged in marketing or advertising
9 the services of a TPE, or otherwise providing services as a TPE, to any
10 Wyndham Owner regarding issues involving that owner's obligations to
11 Wyndham as a Wyndham Owner;
12
13 n. Assisting any Prohibited Partner in (a) the marketing to, advertising to, or
14 solicitation of any Wyndham Owner, or (b) the provision of any services to
15 any Wyndham Owner;
16
17 o. Representing any Wyndham Owner in any matter adverse to Wyndham
18 regarding issues involving that owner's obligations to Wyndham as a
19 Wyndham Owner;
20
21 p. Advising or inducing any Wyndham Owner to stop making payments under
22 their existing contracts, stop paying their loans, stop paying their
23 maintenance fees, rescind or terminate their Wyndham Interest, exit their
24 Wyndham Interest, or otherwise violate or breach any financial obligations
25 related to their Wyndham Interest, timeshare contracts, and/or
26 memberships;
27
28

- 1 q. Directing, suggesting, advising, or assisting others in directing, suggesting,
2 or advising any Wyndham Owner to stop, cease, or withhold any payment
3 related to any Wyndham Interest, including without limitation related
4 promissory notes, mortgage obligations, and/or maintenance fees;
5
6 r. Making any statement, advising, suggesting, or otherwise assisting any
7 other person or entity in making any statement, directly or indirectly by
8 implication, that instructs or in any way encourages a Wyndham Owner to
9 stop making any payment related to their Wyndham Interest;
10
11 s. Using any Wyndham intellectual property, copyrights, or registered
12 trademarks, or any other registered trademark owned by or licensed to
13 Wyndham, in any published materials, promotions, advertising, marketing,
14 online web content, correspondence, or in any other format whatsoever, in
15 a manner that infringes on the intellectual property;
16
17 t. Participating in any form in the direct or indirect solicitation of Wyndham
18 Owners regarding issues involving that owner's obligations to Wyndham as
19 a Wyndham Owner, including but not limited to solicitation by proxy, or the
20 use of any third parties, whether or not affiliated with the McCroskey
21 Lawyer Defendants (including, without limitation, other TPEs, Prohibited
22 Partners, law firms, timeshare resale and transfer companies, marketing
23 companies, title companies, or closing companies);
24
25
26
27
28

- 1 u. Using Wyndham's name or otherwise referring to Wyndham in any mailer,
2 online advertisements, or in any other advertising or marketing activities;
3
4 v. Accepting referral of a Wyndham Owner regarding issues involving that
5 owner's obligations to Wyndham as a Wyndham Owner from any individual
6 or entity that engages in any conduct that the Lawyer Defendants are
7 precluded from doing pursuant to the prohibitions herein;
8
9 w. Accepting referral of a Wyndham Owner that was referred to the
10 McCroskey Lawyer Defendants based on such Wyndham Owners' payment
11 or agreement to pay any TPE or Prohibited Partner any amount of money
12 for services related to such owners' Wyndham Interest; and
13
14 x. Aiding any other person or entity in the conduct of any action otherwise
15 enjoined herein in regard to any Wyndham Owner.
16

17 15. The conduct enumerated above in paragraphs III. 14. (c), (e), (o), (p), (q)
18 and/or (r) shall not limit the McCroskey Lawyer Defendants in the communication with
19 or representation of any Existing Client, so long as not inconsistent with the agreement
20 of the Parties in the Confidential Settlement Agreement.
21

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that:

23
24 McCroskey Lawyer Defendants, their agents, employees and/or those acting at their
25 direction and/or in active concert with them are notified that any act in violation of any
26 of the terms hereof may be considered and/or prosecuted by this Court. The Court shall
27 retain jurisdiction over the Parties to this Permanent Injunction and this case for the
28

1 purpose of construing, interpreting, implementing, and enforcing the terms of this
2 Permanent Injunction, including but not limited to the imposition of sanctions and civil
3 fines as a result of any violation of the terms contained herein.
4

5 **IT IS SO ORDERED** on this ____ day of November, 2024.
6

7
8

HON. DAVID O. CARTER
United States District Judge

9 cc: All Counsel of Record
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

27 ORLDOCS 21826269 2
28